



Order under Section 87 Residential Tenancies Act, 2006

File Number: LTB-L-070012-25

In the matter of: 3505, 16 BROOKERS LANE W
Toronto ON M8V0A5

Between: Ting Ting Wu Landlord

And

Sukhjinder Singh Punia Former Tenant

Ting Ting Wu (the 'Landlord') applied for an order requiring Sukhjinder Singh Punia (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on March 10, 2026.

The Landlord's legal representative Yan Qi and Landlord agent Zhu Chen attended the hearing.

As of 9:39am, the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Preliminary:

Amend application to correct Former Tenant's name

1. The Landlord's legal representative requested to amend the application to correct an error in the Former Tenant's full name. The Landlord's legal representative stated the middle name of the Former Tenant "Singh" should be added to the order.
2. The LTB Rules of Procedures section 15 on Amending Applications states: "*The LTB may exercise its discretion to grant a request to amend made at the hearing if satisfied the amendment is appropriate, would not prejudice any party and is consistent with a fair and expeditious proceeding.*"
3. I see no prejudice to the Former Tenant to amend the application the day of the hearing to include the Former Tenant's middle name.
4. The application is amended and reflected in this order.

Determinations:

5. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
6. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing and using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
7. These documents were served on February 3, 2026 by mailing the documents to the Former Tenant's current address.
8. The Landlord's legal representative stated the Former Tenant's owned a house in the same neighborhood as the rental unit and performed renovations at their home. The Former Tenant's rented the rental unit while their home was being renovated and vacated the rental unit to move back into their home when renovations were complete.
9. The Former Tenant vacated the rental unit on June 15, 2025.
10. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
8. The lawful rent was \$4,800.00. It was due on the 1st day of each month.
9. The Former Tenant not made any payments since the application was filed.
10. The tenancy ended on June 15, 2025 as a result of the Former Tenant moving out on an agreement to terminate the tenancy with the Landlord's permission. Therefore, the Former Tenant's obligation to pay rent ended on that date.
11. The rent arrears and daily compensation owing to June 15, 2025 are \$11,210.00.
12. The Landlord's legal representative stated the Former Tenant tendered cheques to the Landlord that were returned NSF. The Landlord submitted documentary evidence of his bank account statement showing the returned NSF cheque amounts and date of return.
13. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord is entitled to \$40.00 to reimburse the Landlord for administration charges and \$14.00 for bank fees the Landlord incurred as a result of 2 cheques given by or on behalf of the Former Tenant which were returned NSF.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.
17. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations in the application.
18. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$11,210.00, which represents rent and compensation owing up to June 15, 2025.
2. Then Former Tenant shall also pay the Landlord \$54.00 for bank charges and related administration charges for cheques given by or on behalf of the Former Tenant which were returned NSF
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Former Tenant owes the Landlord is \$11,450.00*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before April 24, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 25, 2026 at 4.00% annually on the balance outstanding.

April 13, 2026
Date Issued

Greg Brocanier
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To June 15, 2025	\$11,210.00
NSF Charges	\$54.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$11,450.00